

Historic, archived document

Do not assume content reflects current scientific knowledge, policies, or practices.

1
C88Fc
1943
cop. 2

UNITED STATES
DEPARTMENT OF AGRICULTURE
LIBRARY



BOOK NUMBER

1
C88Fc
1943
cop.2

COTTON CROP INSURANCE REGULATIONS



ISSUED FEBRUARY 1943

**UNITED STATES DEPARTMENT OF AGRICULTURE
FEDERAL CROP INSURANCE CORPORATION
WASHINGTON, D. C.**



COTTON CROP INSURANCE REGULATIONS

CONTENTS

MANNER OF OBTAINING INSURANCE

SECTION

- 101 Application for insurance.
- 102 Acceptance of applications by the Corporation.

PREMIUM FOR INSURANCE CONTRACT

- 111 Amount of premium.
- 112 Manner of payment of premium.

INSURANCE COVERAGE

- 121 Insurance period.
- 122 Insured production.
- 123 Causes of loss or damage insured against.
- 124 Notice of transfer, damage, removal, etc., of cotton crop.
- 125 Time of loss.
- 126 Proof of loss.
- 127 Amount of loss.

PAYMENT OF INDEMNITY

- 131 When indemnity payable.
- 132 Indemnity payment.
- 133 Adjustments in connection with indemnity payments.
- 134 Other insurance.
- 135 Subrogation.
- 136 Suit.
- 137 Creditors.

PAYMENT OF INDEMNITY TO PERSONS OTHER THAN ORIGINAL INSURED

- 141 Payment to transferee.
- 142 Death, incompetence, or disappearance of insured.
- 143 Collateral assignment of right under insurance contract.
- 144 Fiduciaries.
- 145 Indemnities subject to all provisions of insurance contract.
- 146 Determination of person to whom indemnity shall be paid.

DEPOSITS, REFUNDS OF DEPOSITS, AND EXCESS NOTE PAYMENTS

SECTION

- 151 Deposits to be applied toward payment of notes for future crop years.
- 152 Refunds of deposits.
- 153 Refunds of excess note payments.
- 154 Assignment or transfer of claims for refunds.
- 155 Refund in case of death, incompetence, or disappearance.

ESTABLISHMENT OF AVERAGE YIELDS AND PREMIUM RATES

- 161 Determination of farm average yields of lint cotton per acre.
- 162 Determination of premium rates for insurance.
- 163 Average yields and premium rates where farm varies widely in productivity or farming hazards or where tracts of the farm are widely separated.
- 164 County check yields.
- 165 County check premium rates.
- 166 Average yields and premium rates for fractional parts of a farm and for farms which are combined or divided after the listing sheets are prepared.
- 167 Average yields and premium rates for special farming practices and for American-Egyptian cotton.
- 168 Yield and rate appeals.

GENERAL

- 171 Meaning of terms.
- 172 Restriction on purchase and sale of cotton by the Corporation.
- 173 Records and access to farm.
- 174 Review of determinations of county committees.
- 175 Applicant's warranties; voidance for fraud.
- 176 Modification of insurance contract.
- 177 Fractional units in acres and yields.
- 178 Closing dates for submission of applications.
- 179 Maturity dates for premium notes under the Cotton Crop Insurance Program.

The Federal Crop Insurance Program is part of the general program of the United States Department of Agriculture administered for the benefit of agriculture.

By virtue of the authority vested in the Federal Crop Insurance Corporation by the Federal Crop

Insurance Act of 1938, as amended, these regulations are hereby published and prescribed to be in force and effect, with respect to the cotton crop insurance program, until amended or superseded by regulations hereafter made.

MANNER OF OBTAINING INSURANCE ¹

SECTION 101 *Application for insurance.*—Application for insurance, on a form prescribed by the Corporation for such purpose, may be made by any person to cover his interest as landlord, owner, tenant, or sharecropper in cotton to be grown in the current year. If an applicant has an interest in both American Upland cotton and American-Egyptian cotton, such applicant may insure either or both, using a separate application for American Upland cotton and for American-Egyptian cotton, and if an application for American Upland cotton or American-Egyptian cotton is submitted, only that cotton for which the application is submitted will be covered. An application shall cover the applicant's interest in the cotton crop on each insurance unit in the county in which the applicant has an interest at the beginning of the planting thereof. Applications shall be submitted to the office of the county committee on or before the applicable closing date established by the Corporation for the county or area in which the insurance unit is located. These regulations shall apply to each application submitted regardless of whether it is to cover American-Egyptian or American Upland cotton and any provisions of these regulations shall be construed as applying to both types of cotton unless the context specifically indicates otherwise.

SECTION 102 *Acceptance of applications by the Corporation.*—(a) Upon acceptance of an application by the county committee, as evidenced by the signature of a county committeeman for and on behalf of the county committee in the space provided on the application, the insurance contract shall be in effect provided that such application is submitted in accordance with the provisions of the application and of these regulations and any amendments thereto. Applicant's copy of accepted application is intended for delivery to the applicant. Each change in the data originally shown on the application shall be deemed to have been assented to by the applicant if such change is shown on the applicant's copy of the accepted application and he has not filed with the county committee a written objection to such change within ten days after his copy has been forwarded to him.

(b) The Corporation reserves the right to reject any application for insurance or to limit the insurance on the applicant's interest to 50 percent of the average yield for each insurance unit covered by the application in any case where the county committee determines that the risk which would be incurred warrants either such action.

¹ Definitions of terms for purposes of the cotton crop insurance program are contained in section 171 hereof.

PREMIUM FOR INSURANCE CONTRACT

SECTION 111 *Amount of premium.*—(a) The premium for each insurance unit under the contract shall be the number of pounds of lint cotton determined by multiplying the acreage of cotton planted on such insurance unit (as determined by the Corporation but not in excess of the maximum insurable acreage), by the premium rate per acre and by the insured's interest in the crop at the beginning of its planting. If more than one premium rate has been established for the insurance unit, a premium shall be computed separately using the applicable acreage for each rate, and the total of the amounts so computed shall be the premium for the insurance unit. The premium for the insurance contract shall be the total of the premiums for the insurance units covered by the contract. The premium with respect to each insurance unit shall be regarded as earned when the cotton crop on such unit is planted. The minimum premium payable by the insured with respect to any insurance contract shall be ten pounds of cotton.

(b) The applicant's annual premium may be reduced in any year not to exceed 50 percent, if it is determined by the Corporation from a comparison of the insured production with the accumulated balance of premiums paid over indemnities received (with appropriate adjustments for insurance on cottonseed) on consecutively insured crops, that the risks on cotton crops produced by the insured justify such reduction. Nothing in this provision shall create in the insured any right to a reduced premium as a result of the total premiums he has paid exceeding the total indemnities he has received.

SECTION 112 *Manner of payment of premium.*—(a) Each applicant for insurance shall sign a note in the form and manner prescribed by the Corporation. Such note shall represent a promise to pay the Corporation the total premium for all insurance units covered by the insurance contract and shall be payable on or before the maturity date specified in section 179 hereof. Such note shall not bear interest.

(b) Payment on any such note may be made in whole or in part before maturity, either in cotton

or cash, or both. After maturity, payment may be made only in cash. In connection with any payment before maturity, there shall be credited on the note the number of whole pounds of lint cotton computed by dividing the payment made (the proceeds of the sale of cotton if cotton is paid) by the cash equivalent price per pound for the date of payment. The amount of any such note due at maturity shall be the cash equivalent thereof based on the cash equivalent price per pound applicable for such maturity date.

(c) Any unpaid amount on any such note (either before or after the date of maturity) may be deducted from any indemnity payable under the contract, from the proceeds of any commodity loan to the insured, and from any payment made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of

Congress administered by the United States Department of Agriculture. Where any such deduction is made before the date of maturity, the cash equivalent of the deduction will be based on either the cash equivalent price used in computing the indemnity payment or the cash equivalent price in effect on the day the county committee approves such loan or other payment. Such price shall also be used in determining the number of pounds of lint cotton to be credited on the note.

(d) Payments in cash shall be made by means of cash or by check, money order, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection, and payments tendered shall not be regarded as paid unless collection is made. When a payment is made in cotton, it shall be by means of an instrument acceptable to the Corporation representing salable cotton.

INSURANCE COVERAGE

SECTION 121 *Insurance period.*—Insurance with respect to any insurance unit shall attach at the time the crop is planted and shall cease with respect to any portion of the crop upon weighing in at the gin, other disposal after harvest, transfer of interest in unharvested cotton after harvest is commenced, or January 31 of the year following the year in which the insured crop was planted, whichever occurs first, unless such date is extended in writing by the Corporation.

SECTION 122 *Insured production.*—The insured production for each insurance unit under the contract shall be the number of pounds of cotton determined by multiplying the acreage of cotton planted (as determined by the Corporation but not in excess of the maximum insurable acreage as defined in paragraph 171 (o) hereof) by the average yield per acre, by the insured percentage, and by the insured's interest in the crop at the beginning of its planting. If more than one average yield has been established for the insurance unit, the insured production shall be computed separately, using the applicable acreage for each yield, and the total of such computed amounts shall be the insured production for the insurance unit.

SECTION 123 *Causes of loss or damage insured against.*—The insurance contract shall cover loss in yield of cotton due to drought, flood, hail, wind, frost, lightning, fire, tornado, storm, insect infestation, animal pests, plant diseases, excess or deficient moisture, incursions of animals, and such other unavoidable causes not specifically mentioned herein as

may be determined by the Board of Directors of the Corporation, and loss caused by direct enemy attack or as a direct result of the actions of our own forces in resisting such attack. The contract shall not cover damage to quality, or loss in yield caused by the neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant, sharecropper, or wage hand, nor shall it cover losses caused by theft, use of defective or unadapted seed, failure properly to prepare the land for planting, or properly to plant, care for, or harvest the insured crop, or by failure to replant the cotton in areas and under circumstances where the Corporation determines it is customary to replant, or, where insurance is written on an irrigated basis, failure properly to apply irrigation water to cotton in proportion to the amount of water available for all irrigated crops.

SECTION 124 *Notice of transfer, damage, removal, etc., of cotton crop.*—(a) Unless otherwise provided by the Corporation, notice in writing shall be given the Corporation at the office of the county committee (1) immediately after the cotton crop or any portion thereof is transferred to another person, or (2) if a loss is probable, immediately after any material damage to the insured crop and before the crop is harvested, removed, or any other use is made of it. Any such notice shall be given in time to allow the Corporation to make appropriate investigation.

(b) Any portion of the cotton crop that has been destroyed or substantially totally destroyed may be

put to another use only with the consent of the Corporation subject to an appraisal by the Corporation of the yield that would be realized if such portion of the crop remained for harvest. No acreage planted to cotton shall be considered as put to another use as long as any cotton on such acreage is remaining for harvest. Proper measures shall be taken to protect the crop from further damage, and there shall be no abandonment of any crop or portion thereof to the Corporation.

SECTION 125 Time of loss.—Loss, if any, shall be deemed to have occurred at the completion of weighing in of the insured crop at the gin, or disposal of the harvested crop, or January 31 of the year following the year in which the insured crop was planted (unless such time is extended in writing by the Corporation), whichever occurs first, unless the Corporation determines that total or substantially total destruction of the cotton crop occurred earlier, in which event the loss shall be deemed to have occurred on the date so determined by the Corporation. The cotton crop shall be deemed to have been substantially totally destroyed if the Corporation finds that it has been so badly damaged that farmers generally in the area where the farm is located and on whose farms similar losses occurred would not further care for the crop or harvest any portion thereof.

SECTION 126 Proof of loss.—If a loss is claimed, the insured shall submit to the Corporation at the office of the county committee, on a form prescribed by the Corporation, a statement in proof of loss containing such information as may be required regarding the insured crop. Such statement in proof of loss shall be submitted not later than 30 days after the time of loss, unless such time is extended in writing by the Corporation. It shall be a condition precedent to any liability under the insurance contract that the insured establish that any loss for which claim is made has been directly caused by one or more of the hazards insured against by the insurance contract during the term of the contract, and that the insured further establish that such loss has not arisen from or been caused by, either directly or indirectly, any of the hazards not insured against by the insurance contract.

SECTION 127 Amount of loss.—(a) The amount of loss for which indemnity will be payable with respect to any insurance unit will be the insured production under the contract for such insurance unit less the interest insured under the contract (at the time harvest is commenced) in the lint cotton harvested from the insurance unit and not destroyed, and the appraised production of lint cotton not harvested: *Provided, however,* That such amount

shall be subject to one or more of the following reductions, whenever applicable, multiplied by the insured's interest in the crop at the time harvest is commenced or, if the crop is not harvested, at the time of loss:

(1) With respect to American Upland cotton where any acreage of cotton planted is put to another use with the consent of the Corporation, the number of pounds of cotton equal to the appraised production which would have been obtained from such acreage if it had not been put to such other use;

(2) Where any acreage of cotton is not replanted to cotton in areas and under circumstances where the Corporation determines it is customary to replant cotton, the number of pounds of cotton by which the amount of cotton, determined as the production from such acreage, is less than the product of the acreage, the average yield, and the insured percentage;

(3) Where a reduction in production of cotton on any acreage results either in whole or in part from one or more causes not insured against, including (i) the use of such acreage for any purpose other than the production of cotton, without the consent of the Corporation, and (ii) failure properly to apply irrigation water to cotton in proportion to the water available for all irrigated crops in instances in which insurance is written on an irrigated basis, a number of pounds equal to the appraised reduction in production, except that with respect to any acreage on which there is a complete failure in yield due solely to a cause not insured against, such number of pounds shall not be less than the product of the acreage, the average yield, and the insured percentage;

(4) Where any acreage of cotton is planted on acreage of poorer average quality than the average quality of the land considered in establishing the average yield and premium rate and such planting was not the result of an established rotation, or where the Corporation's risk has been increased upon any acreage by (i) planting a variety of cotton different from the variety of cotton considered in establishing the average yield or premium rate, (ii) following a fertilizer or other practice, in connection with the production of cotton on the insurance unit, different from that taken into consideration in establishing the average yield and premium rate for the unit, or (iii) planting the cotton crop under conditions of immediate hazard without adjustment of the average yield or premium rate to reflect such hazard, a number of pounds equal to the product of such acreage, the insured percentage, and the number of pounds of cotton per acre representing the difference between the average yield established and the yield appraised

on the basis of the quality of the land seeded, the variety of cotton planted, the practice followed, or the immediate hazard at the time of planting, as the case may be. This adjustment shall be made for any one or more of the reasons listed in this item, notwithstanding that damage or total destruction of the insured crop occurs by reason of any other cause;

(5) Where the insurance unit consists of only a portion of the acreage considered in establishing the average yield and premium rate and the average productivity or farming hazards for such unit differs materially from the average productivity or farming hazards for the acreage considered in establishing the average yield and premium rate and the loss is caused by such difference, a number of pounds of cotton representing the product of the difference between the average yield per acre established for the acreage of which such unit is a part and the average productivity per acre appraised for such unit, the acreage of cotton on such unit, and the insured percentage;

(6) Where the loss is caused by inability to obtain labor, fertilizer, machinery, repairs, or insect poisons, as a result of war conditions, and a reasonable effort has been made to obtain such labor, fertilizer, machinery, repairs, insect poisons, or other farming essentials as may be approved by the Corporation, a number of pounds of cotton of not less than the smaller of either (i) the equivalent of the savings in cost of producing the insured crop, including harvesting and ginning, computed by dividing the savings in cost by 120 percent of the applicable cash equivalent price per pound for American Upland cotton and by 115 percent for American-Egyptian cotton, or (ii) the amount of loss attributable to such cause.

(7) Where any acreage of American-Egyptian cotton planted is totally or substantially totally destroyed before July 2, the number of pounds of cotton equal to the appraised production from such acreage: *Provided, however, That the appraised production for such acreage shall not be less than 82 percent of the lint cotton insurance per acre if the crop is totally*

or substantially totally destroyed on or before April 30. Such percentage limitation shall be decreased by one percent per day from May 1 to May 31, inclusive, and by one-half of one percent per day from June 1 to July 2, inclusive. The county committee shall determine the date of the total or substantially total destruction of the cotton crop or of the portion of the acreage of the cotton crop affected, as the case may be, which date shall be the date for determining the amount of the appraised production and the percentage limitation on the appraised production with respect to such crop or acreage; and

(8) With respect to American-Egyptian cotton, for any acreage not totally or substantially totally destroyed before July 2, 35 percent of the number of pounds of cotton by which the lint cotton produced on the insurance unit is less than the product of the lint cotton insurance per acre and such acreage not totally or substantially totally destroyed before July 2, except that if the cotton that has been harvested is destroyed before weighing in at the gin, the adjustment made for such cotton shall be only for the number of pounds of lint cotton equivalent to the savings in costs. The production shall be appraised for any cotton not harvested on acreage not totally or substantially totally destroyed before July 2.

(b) Where the insured fails to establish and maintain records of acreage or production for the component parts of a combination of two or more insurance units or portions thereof, the insurance contract may be voided by the Corporation and the premium forfeited by the insured: *Provided, however, That if all the component parts of the combination are insured the insured production for the combination shall be ascertained and any loss for such combination shall be determined as outlined in paragraph (a) of this section.*

(c) In order to cover loss of cottonseed on any insurance unit, there shall be added to the amount of loss determined under paragraph (a) of this section a number of pounds of lint cotton equal to 20 percent of such amount of loss of American Upland cotton or a number of pounds of lint equal to 15 percent of such amount of loss of American-Egyptian cotton.

PAYMENT OF INDEMNITY

SECTION 131 *When indemnity payable.*—The amount of loss for which the Corporation may be liable with respect to any farm covered by the insurance contract shall be payable within 30 days after satisfactory proof of loss is approved by the Corporation. However, if payment of any indemnity

is delayed for any reason beyond the time specified, the Corporation shall not be liable for interest or damages on account of such delay.

SECTION 132 *Indemnity payment.*—(a) Any indemnity due under the insurance contract will be paid by the issuance of a certificate of indemnity

on which will be shown the amount of loss. Settlement under such certificate will be made in cash or cotton in accordance with these regulations. Such certificate may also be used to obtain a loan from the Commodity Credit Corporation, if loans are available, in accordance with instructions issued by it.

(b) Any indemnity payable under an insurance contract shall be paid to, and settlement under the certificate of indemnity made with, the insured, his beneficiary, or such other person as may be entitled to the benefits of the insurance contract under the provisions of these regulations, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof be a proper party to any suit or action with reference to such indemnity or the proceeds thereof nor be bound by any judgment, order, or decree rendered or entered therein. No officer, agent, or employee of the Corporation shall, because of any such process, order or decree, pay, or cause to be paid, to any person other than the insured, his beneficiary (designated by him in such form and manner as the Corporation may prescribe), or other person entitled to the benefits of the insurance contract, any indemnity payable, or any amount due in settlement of any certificate of indemnity in accordance with the provisions of the insurance contract. Nothing herein contained shall excuse any person entitled to the benefits of the insurance contract from full compliance with, or performance of, any lawful judgment, order, or decree with respect to the disposition of any sums paid thereunder as an indemnity.

SECTION 133 *Adjustments in connection with indemnity payments.*—Where an adjustment is made

in the amount of an indemnity, settlement for such adjustment may be made on the basis of a cash equivalent price per pound other than that used in making settlement under the certificate of indemnity originally issued.

SECTION 134 *Other insurance.*—If the insured has or acquires any other “all-risk” insurance against substantially all the risks that are insured against by the Corporation under the insurance contract on the crop or portion thereof covered in whole or in part by such other “all-risk” insurance contract, whether valid or not, or whether collectible or not, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer. In any case where an indemnity is paid to the insured by another government agency because of damage to the cotton crop, the Corporation reserves the right to determine its liability under the cotton crop insurance contract taking into consideration the amount paid by such other agency.

SECTION 135 *Subrogation.*—The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

SECTION 136 *Suit.*—No suit or action shall be brought to enforce any claim for loss under the insurance contract unless all the requirements of such contract have been complied with.

SECTION 137 *Creditors.*—An interest existing by virtue of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or any other process shall not be considered an interest in an insured crop within the meaning of these regulations.

PAYMENT OF INDEMNITY TO PERSONS OTHER THAN ORIGINAL INSURED

SECTION 141 *Payment to transferee.*—Payment of indemnity will be made only to the person(s) having the insured interest in a cotton crop at the beginning of harvest or the time of loss, whichever occurs first. In the event there is a transfer of the insured interest in a cotton crop after planting and before the beginning of harvest, or the time of loss, whichever occurs first, the transferee shall be entitled to the benefits of the insurance contract as follows: (1) If the transfer is one of the entire insured interest in the crop or a percentage of such entire interest, the insurance unit shall not be changed,

and the transferee shall be entitled to indemnity payable with respect to the transferred interest; (2) if the transfer is one of the insured interest or a portion thereof in a portion of the acreage constituting the insured crop, the acreage with respect to which such interest is transferred shall constitute a separate insurance unit for the purposes of determining the amount of loss: *Provided, however,* That an involuntary transfer of an insured interest in a cotton crop solely because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall

not entitle any holder of any such interest to any benefits under the insurance contract: *Provided, further*, That, if any transfer takes place after material damage to the insured crop or a portion thereof and the Corporation determines that the transfer was made for the purpose of requiring that the Corporation pay a greater indemnity than would have been paid if the transfer had not taken place, the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place. If, as a result of any such transfer, diverse interests appear, the indemnity, if any, payable with respect to such unit may be paid jointly to all persons having the insured interest in the crop at the time harvest is commenced or the time of loss, whichever occurs first, or to one of such persons on behalf of all such persons, and payment in any such manner shall constitute a complete discharge of the Corporation's liability under the insurance contract.

SECTION 142 *Death, incompetence, or disappearance of insured.*—(a) If no beneficiary has been designated by the insured (or if designated, is ineligible or unavailable) and if the insured dies, is judicially declared incompetent, or disappears, before the time of loss or the time harvest is commenced, whichever occurs first, and his insured interest in a cotton crop is a part of his estate at such time, or if insured dies, is judicially declared incompetent, or disappears subsequent to such time, the indemnity, if any, shall be paid to the legal representative of his estate, if one is appointed or is duly qualified. If no such representative is or will be so qualified, the indemnity shall be paid to the persons beneficially entitled to share in the insured's interest in the crop or to any one or more of such persons on behalf of all such persons: *Provided, however*, That if the indemnity represents a number of pounds of cotton, the cash equivalent of which exceeds \$500, the Corporation may withhold the payment of the indemnity until a legal representative of the insured's estate is duly qualified to receive such payment.

(b) If no beneficiary has been designated by the insured (or if designated, is ineligible or unavailable) and if the insured dies, is judicially declared incompetent, or disappears before the time harvest is commenced, or the time of loss, whichever occurs first, and his interest in the crop is not a part of his estate at such time, the indemnity, if any, shall be paid to the person(s) who succeeded to his interest in the crop in the manner provided for in section 141.

(c) If a beneficiary has been named by the insured and if the insured dies, is judicially declared incompetent, or disappears, payment of any indemnity

to which the insured is entitled will be made to such beneficiary if eligible and available.

(d) If an applicant for insurance dies, is judicially declared incompetent, or disappears, before the cotton crop intended to be covered by the application is planted, whoever succeeds him on the farm with the right to plant the cotton crop as his heir or heirs, administrator, executor, guardian, committee, or conservator shall become a party in his stead to the contract for which he applied upon filing with the office of the county committee, within 15 days (unless such period is extended by the Corporation) after such death, judicial declaration, or disappearance, a statement in writing requesting and undertaking such substitution, provided that at the time of such filing there has not been and is not imminent a loss of the crop for which an indemnity would be payable if the insurance had already attached to the crop.

(e) The insured shall be deemed to have disappeared within the meaning of these regulations if he fails to file with the county committee written notice of his new mailing address within 180 calendar days after any communication by or on behalf of the Corporation is returned undeliverable at the address stated in the Proof of Loss or after such loss has been established otherwise, whichever is earlier.

SECTION 143 *Collateral assignment of right under insurance contract.*—The right to an indemnity under an insurance contract may be assigned by the original insured as collateral security for a current loan, current advance to assist in the making of a cotton crop, the amount of the current year's rental due under a leasing agreement with respect to the insurance unit upon which the cotton crop is or will be planted, or the amount of the current annual installment due under a mortgage, purchase, or trust agreement covering the purchase of the insurance unit upon which the cotton crop is or will be planted and an additional amount of any delinquency which may be due under the mortgage, purchase, or trust agreement of not to exceed the amount of the current annual installment, including interest and taxes. Such assignment shall be made by the execution of a form prescribed by the Corporation and, upon approval thereof by the Corporation, the interests of the assignee will be recognized in the event an indemnity is payable under the insurance contract, to the extent of the amount determined to be the unpaid balance of the amount (including interest and other charges) for which such assignment was made as collateral security: *Provided, however*, That (1) the Corporation in payment of the indemnity may issue a check payable jointly to all persons entitled thereto and that such payment shall constitute a complete discharge of the Corporation's

obligation with respect to any loss under the insurance contract; and (2) payment of any indemnity will be subject to all conditions and provisions of the insurance contract. The Corporation's approval of an assignment shall not create in the assignee any right other than that derived from the assignor. The Corporation shall in no case be bound to accept notice of any assignment of the insurance contract, and nothing contained in any assignment shall give any right against the Corporation to any person other than the insured except to an assignee approved by the Corporation. Only one such assignment will be recognized in connection with the insurance contract, but if an assignment is released a new assignment of the right to an indemnity under the insurance contract may be made.

SECTION 144 *Fiduciaries.*—Any indemnity payable under an insurance contract entered into in the name of a fiduciary who is no longer acting in such capacity at the time for the payment of indemnity and settlement under the certificate of indemnity will be made to the succeeding fiduciary upon appropriate application and proof satisfactory to the Corporation of his incumbency. In the event there is no succeeding fiduciary, payment of the indemnity and settlement under the certificate of indemnity shall be made to the persons beneficially entitled under these regulations to the insured interest in the crop to the extent of their respective interests upon proper application and proof of the facts: *Provided, however,* That the loss may be adjusted with any one or more of the persons so entitled, and payment may be made to such person or persons in behalf of all the persons so entitled, whether or not the person to whom payment is made has been authorized to receive such payment by the other persons so entitled.

SECTION 145 *Indemnities subject to all provisions of insurance contract.*—Indemnities payable to any person shall be subject to all the provisions of the insurance contract, including the right of the Corporation to deduct from any such indemnity the unpaid amount of the note of the original insured for the payment of the earned premium: *Provided, however,* That in case of a transfer of an interest in an insured crop, such deduction to be made from an indemnity payable to the transferee shall not exceed the premium due on the interest in the crop so transferred. Any indemnity payable to any person other than the original insured as a result of transfer, or otherwise, shall be subject to any collateral assignment of the insurance contract by the original insured.

SECTION 146 *Determination of person to whom indemnity shall be paid.*—In any case where the insured has transferred his interest in all or a portion of the cotton crop on any farm, has died, has become incompetent, has disappeared, has ceased to act as a fiduciary, or has designated a beneficiary or, if designated, such beneficiary is deceased or is otherwise unavailable or ineligible, payment in accordance with the provisions of these regulations will be made only after the facts have been established to the satisfaction of the Corporation. The determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment shall be made shall be final and conclusive. Payment of any indemnity under this section shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

DEPOSITS, REFUNDS OF DEPOSITS, AND EXCESS NOTE PAYMENTS

SECTION 151 *Deposits to be applied toward payment of notes for future crop years.*—(a) Any payment made by or for an applicant in excess of an amount equal to the number of pounds of lint cotton required to pay the note shall be credited as a deposit to be applied toward payment of the premium in the next succeeding crop year. Such deposit shall be stated in terms of the cotton equivalent of the payment made. The cotton equivalent shall be determined by dividing the amount of such excess payment by the cash equivalent price per pound applicable for the date on which the excess payment was made. The Corporation reserves the right to reject any tender of deposit.

(b) The acceptance of any deposit shall not obligate the Corporation to insure the interest of the depositor under any insurance contract, and any such deposit will be subject to the provisions of the insurance contract for the year in which the deposit is used. The depositor shall have no title or interest in any lint cotton held by the Corporation, including that deposited by him, and the Corporation shall be liable to the depositor only for the cash equivalent price per pound for each pound of the quantity of cotton credited to the insured's account.

SECTION 152 *Refunds of deposits.*—Except as otherwise may be provided by the Corporation, no claim for refund of a deposit shall be made prior to

the final date fixed by the Corporation for receipt of applications for the next succeeding Cotton Crop Insurance Program in the county in which the insurance unit covered by the insurance contract is located, unless an earlier time for such filing is fixed by the Corporation: *Provided, however,* That the Corporation may refund any deposit at such earlier date as it may determine. The cash equivalent price per pound of any refund of deposit shall be determined by multiplying the number of pounds of cotton credited to the insured's account by the cash equivalent price per pound applicable for the date on which the deposit was tendered.

SECTION 153 *Refunds of excess note payments.—*

(a) Before maturity of note: The Corporation shall not be required to make a refund of any excess payment made on account of a note until the acreage planted to cotton on all insurance units covered by the insurance contract has been determined. However, an earlier date may be fixed by the Corporation. The cash equivalent of any refund shall be determined on the basis of the number of pounds of lint cotton to be refunded and the cash equivalent price for the appropriate grade and staple of such lint cotton, effective for the date such payment was submitted to the Corporation. If more than one payment is made on the note for the crop insurance premium, the payments shall be applied in the order of submittal to the Corporation. In computing the amount of any refund the payments shall be considered in their inverse order and each such payment or portion thereof shall be regarded

as a separate payment in determining the cash equivalent of the refund.

(b) After maturity of note: Payments received after the maturity of the note for the payment of the crop insurance premium shall be refunded in the actual amount of money paid to the Corporation in excess of that determined to be necessary to pay such note.

There shall be no refund of an amount less than \$1.00, with respect to payments made either before or after the maturity of the note, unless written request for such refund is received by the Corporation within one year after the date of maturity of the note.

SECTION 154 *Assignment or transfer of claims for refunds.—*No claim for a refund, or any part or share thereof, or any interest therein, shall be assignable or transferable, notwithstanding any assignment of the insurance contract as security or any transfer of interest in any cotton crop covered by the insurance contract. Refund of any deposit will be made only to the depositor and refund of any other payment will be made only to the person who made such payment except as provided in section 155.

SECTION 155 *Refund in case of death, incompetence, or disappearance.—*In any case where a person, who is entitled to a refund of a payment or a deposit, has died, has been judicially declared incompetent, or has disappeared, the provisions of section 142 with reference to the payment of indemnities in any such case shall be applicable with respect to the making of any such refund.

ESTABLISHMENT OF AVERAGE YIELDS AND PREMIUM RATES

SECTION 161 *Determination of farm average yields of lint cotton per acre.—*

(a) The county committee shall determine the 1941 crop yield of lint cotton per acre from reliable records for each farm on which cotton was planted in 1941. For those cotton farms on which no cotton was planted in 1941, or for which no 1941 crop data are available, the county committee shall appraise the 1941 crop yield per planted acre, basing such appraisal on the actual 1941 crop yield per planted acre on a similar farm and other available information. For those farms for which the county committee determines that the actual crop data are not applicable, the county committee shall adjust the crop yield to a figure which represents the yield of similar farms in the county which were not subject to the conditions for which adjustment is being made. The county committee may determine that actual crop data are not applicable in those cases in which (1) the committee

finds that the yield for 1941 was abnormally low due to a cause which did not result in losses generally throughout the county, and which is not more likely to recur on the farm than to occur on any other farm in the county, which condition shall be referred to as "spot loss;" or (2) the committee determines that the crop in 1941 was planted on a small or unrepresentative acreage.

(b) The average yield of lint cotton for the farm shall be determined by averaging the 1941 crop yield per planted acre with the average yield of lint cotton per acre previously established for the farm and approved by the Corporation for use in determining the average farm yield for the 1943 program, giving a weight of nine to the average yield so previously established for the farm and a weight of one to the 1941 crop yield per planted acre: *Provided, however,* That the average yield established before factoring shall not exceed the average

yield so previously established for the farm by more than 10 percent.

(c) For each farm for which a regular allotment has not been established for 1943 but for which a permitted acreage or "new-grower allotment" has been established, upon application by a person having an interest in the cotton grown on such farm the county committee shall appraise an average yield. Such appraisal shall be based on the average yield of a farm similar in acreage, farming practices, topography, and risk of loss.

(d) An average of the final yields established for all farms in the county or administrative area, weighted by the most recent cotton acreage allotments then established for such farms under the agricultural conservation program, shall not exceed the check yield established by the Corporation for such county or administrative area.

SECTION 162 *Determination of premium rates for insurance.*—(a) For all farms in the county for which an average yield is established in accordance with subsections (a) and (b) of section 161, the premium rate for 75-percent lint insurance shall be determined (1) by determining the loss cost portion of the premium rate for 75-percent lint insurance previously established for the farm and approved by the Corporation for use in determining the 1943 farm premium rate, (2) by adjusting such figure for the difference between the preliminary average yield of lint cotton per acre established for the farm for 1943 and the average lint yield per acre for the farm as approved by the Corporation for use in determining the 1943 average yield, (3) by averaging such adjusted figure with the 1941 crop loss per acre (that is, the amount by which the 1941 crop yield is less than 75 percent of the 1943 preliminary average lint yield per acre for the farm), giving a weight of nine to the figure arrived at under (2) above and a weight of one to the 1941 crop loss per acre (provided, however, that the amount of the 1941 crop loss per acre used in this computation shall not exceed 100 pounds), and (4) by averaging the figure thus obtained with the 1943 county check premium rate, giving equal weight to each. The Corporation may prescribe, however, different weights to be given to such figures where it determines that such procedure results in premium rates which more adequately reflect the risks on farms in the county. The same method of weighting shall be used for all farms in the county unless the Corporation determines that cotton farming conditions in the county warrant the use of different methods of weighting in separate areas within the county. The Corporation may provide other means of computation which will result in premium rates sub-

stantially the same as those arrived at under the above provisions.

(b) For each farm for which a regular allotment has not been established for 1943 but for which a permitted acreage or "new-grower allotment" has been established, upon application by a person having an interest in the cotton grown on such farm the county committee shall appraise a lint premium rate. Such appraisal shall be based on the established premium rate of a farm similar in acreage, farming practices, topography, and risk of loss.

(c) The average of the lint premium rates established for all farms in the county or administrative area weighted by the cotton acreage allotments established for such farms under the agricultural conservation program shall not be less than the check premium rate established by the Corporation for such county or administrative area.

(d) The minimum premium rate per acre for 75-percent lint insurance on American Upland cotton shall be four pounds of lint cotton plus two percent of the average yield established for the insurance unit, except that for insurance units with an average yield of less than 100 pounds per acre such minimum premium rate shall be six percent of the average yield established for the insurance unit. The minimum premium rate per acre for 75-percent lint insurance on American-Egyptian cotton shall be 60 percent of the minimum rate thus computed.

(e) The premium rate for 50-percent lint insurance shall be determined by applying a percentage factor as determined by the Corporation to the premium rate for 75-percent lint insurance irrespective of the minimum premium rate for 75-percent insurance which has been established for the insurance unit. This percentage factor shall be based upon the relationship between the county average loss cost for 50-percent insurance and the county average loss cost for 75-percent insurance but shall not be less than 15 percent.

(f) The minimum rate for 50-percent lint insurance shall be one-third of the minimum rate for 75-percent lint insurance.

(g) To pay the premium for protection against loss of cottonseed, the premium rate for lint cotton insurance shall be increased by 20 percent on American Upland cotton and by 15 percent on American-Egyptian cotton.

(h) Notwithstanding the provisions of subsection (a) of this section, the Corporation may establish premium rates by means of premium rate schedules, provided such method achieves the establishment of rates for insurance units in the same yield classification that are determined by the Corporation to be fair and just.

(i) The maximum premium rate per acre for lint insurance shall be one-half of the lint cotton insurance per acre established for the insured percentage as approved under the insurance contract.

SECTION 163 *Average yields and premium rates where farm varies widely in productivity or farming hazards or where tracts of the farm are widely separated.*—If the land comprising any farm consists of tracts varying widely in productivity, topography, or farming hazards, or if tracts of the farm are widely separated, separate average yields and premium rates may be established by the Corporation for such tracts on the basis of appraisal, taking into consideration the yield data available.

SECTION 164 *County check yields.*—(a) County check yields shall be established by the Corporation by averaging the county check yield established for the 1942 Cotton Crop Insurance Program (except in those counties in which the 1942 county check yield was identical with the 1942 Agricultural Conservation Program county normal yield, in which cases the average yield for a representative period shall be used) adjusted for changes in farming operations, where necessary, with the 1941 average yield in the county, giving a weight of nine to the 1942 county check yield, as adjusted, and a weight of one to the 1941 county average yield: *Provided, however,* That, if the county check yield thus computed differs by more than five percent from the 1942 county average yield used in computing the 1943 county check yield, such yield shall be limited to a value which shall be not less than 95 percent nor more than 105 percent, plus a certain portion (determined by the Corporation to be reasonable) of the calculated percentage increase in excess of 105 percent, of such 1942 county average yield.

(b) The Corporation may establish check yields which it deems fair and just for administrative areas other than a county.

SECTION 165 *County check premium rates.*—(a) The Corporation shall establish county check premium rates on the basis of average loss costs for the county, for a period determined by the Corporation to be representative from annual yield data for the county during such period, and the relationship between yields and loss costs for sample farms in the county selected for actuarial purposes adjusted to reflect extraordinary conditions of loss included in actuarial data available to the Corporation and to reflect farming hazards not included in actuarial data available to the Corporation.

(b) The Corporation may establish check premium rates which it deems fair and just for administrative areas other than a county.

SECTION 166 *Average yields and premium rates for fractional parts of a farm and for farms which are combined or divided after the listing sheets are prepared.*—(a) The average yield and premium rate for a fractional part of a farm which is to be insured as a separate insurance unit shall be the same as the average yield and premium rate for the entire acreage considered in establishing such average yield and premium rate, except as provided in section 163.

(b) Where due to combinations of insurance units after yields and rates applicable to the component parts of the combination have been approved by the Corporation and determination of the acreage planted to cotton on such component parts is not feasible or practical, average yields and premium rates for the acreage comprising such combinations may be established by the Corporation, provided the combination was effected before the planting of any cotton on the combination. Such determinations shall be based upon the average yield and premium rate for farms similar in acreage, farming practices, topography, and farming hazards, taking into consideration the average yield(s) and premium rate(s) for the original farm(s).

SECTION 167 *Average yields and premium rates for special farming practices and for American-Egyptian cotton.*—In areas where farming practices are followed which are determined by the Corporation to be special practices or where American-Egyptian cotton is grown, yields and premium rates may be established for each special practice or for American-Egyptian cotton for the county or administrative area and for individual insurance units. The method used for establishing average yields and premium rates for a special practice or for American-Egyptian cotton shall be substantially the same as that used for establishing the yields and premium rates for the general practice or for American Upland cotton. Premium rates for American-Egyptian cotton may be established by means of premium rate schedules as provided for in section 162, subsection (h), of these regulations. The yield and premium rate thus established for the insurance unit(s) shall apply to the acreage of cotton planted on the insurance unit under the special farming practice or to the acreage planted to American-Egyptian cotton on the insurance unit.

SECTION 168 *Yield and rate appeals.*—An applicant may appeal for a change in the amount of lint cotton insurance per acre or premium rate per acre, established under these regulations with respect to a farm, in accordance with instructions issued by the Corporation.

GENERAL

SECTION 171 *Meaning of terms.*—For the purpose of the 1943 Cotton Crop Insurance Program, the term:

(a) *Average yield* means the average yield of lint cotton per acre established by the Corporation for each insurance unit.

(b) *Cash equivalent price per pound* means the net price per pound of lint cotton established by the Corporation for the area in which the insurance unit is located on the basis of the price of lint cotton at the applicable spot market with differentials for the location of the area in which the insurance unit is situated.

(c) *Closing date* means the final date for the submission of applications for insurance to the office of the county committee, or the beginning of the planting of the cotton crop on any of the insurance units covered by the application for insurance, whichever occurs first. Such dates are specified by areas in section 178 hereof.

(d) *Corporation* means the Federal Crop Insurance Corporation.

(e) *Cotton crop* means only American Upland, or American-Egyptian cotton when yields and rates have been approved by the Corporation; and does not include any cotton planted primarily for experimental purposes.

(f) *Crop year* means the period within which the cotton crop is planted and normally harvested, and shall be designated by reference to the calendar year in which the crop is planted.

(g) *County* means a political or civil division of a state and includes parishes in Louisiana.

(h) *County committee* means the group of persons elected within any county to assist in the administration of the agricultural conservation program in such county.

(i) *Farm* means all adjacent or nearby farm land under the same ownership which is operated by one person, including also: (1) Any other adjacent or nearby farm land which the county committee determines is operated by the same person as part of the same unit with respect to the rotation of crops and with workstock, farm machinery, and labor substantially separate from that for any other lands; and (2) any field-rented tract (whether operated by the same or another person) which, together with any other land included in the farm, constitutes a unit with respect to the rotation of crops.

A farm shall be regarded as located in the county or administrative area, as the case may be, in which the principal dwelling is situated, or, if there is no dwelling thereon, it shall be regarded as located in

the county or administrative area, as the case may be, in which the major portion of the farm is located.

(j) *Insurance contract* means the contract of insurance entered into between the applicant and the Corporation by virtue of the application for insurance and these regulations and any amendments thereto.

(k) *Insured percentage* means the percentage of the average yield of lint cotton per acre for the insurance unit covered by an insurance contract, and shall be either 50 or 75 percent.

(l) *Insurance unit* with respect to each insured shall be all or a portion of the acreage considered as a farm for the purpose of establishing the average yield and premium rate in which the insured has an interest as a cotton producer at the time of its planting except that when such acreage consists of land, part of which is regularly irrigated and the remainder never irrigated, or land upon part of which American Upland is grown and upon part of which American-Egyptian is grown, or when separate yields and rates have been established for widely separated parts of a farm, such portions shall be considered separately for the purpose of establishing insurance units.

(m) *Landlord or owner* means a person who owns farm land and either rents such land to another person or operates it as a farm.

(n) *Lint cotton insurance per acre* means the number of pounds of lint cotton per acre for which the applicant is insured and shall be based upon the insured percentage.

(o) *Maximum insurable acreage* means the largest number of acres of cotton which may be insured on an insurance unit. Such acreage shall be the cotton acreage allotment for the insurance unit under the then current agricultural conservation program. In the event that the insurance unit is a part of the farm for which such cotton acreage allotment is established, the total of the maximum insurable acreages for all units constituting the farm shall not exceed such allotment and, if the cotton planted on all such units does exceed such allotment, the maximum insurable acreage for each such unit shall be the same percentage of the acreage planted to cotton on the unit as the cotton acreage allotment for the farm is of the total acreage planted to cotton on all such units. The term cotton acreage allotment shall also mean permitted acreage where applicable.

(p) *Operator* means a person who as landlord or cash tenant, or standing or fixed-rent tenant, is operating a farm, or who as a share tenant is operating a whole farm.

(q) *Person* means an individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity and, wherever applicable, a state, a political subdivision of a state, or any agency thereof.

(r) *Premium rate* means the premium rate per acre established by the Corporation.

(s) *Sharecropper* means a person who works a farm in whole or in part under the general supervision of the operator and is entitled to receive for his labor a share of the cotton crop thereon or of the proceeds therefrom.

(t) *State committee* means the group of persons designated within any state to assist in the administration of the agricultural conservation program in such state.

(u) *Tenant* means a person other than a sharecropper who rents land from another person (for cash, a fixed commodity payment, or a share of the crop or proceeds therefrom), and is entitled under a written or oral lease or agreement to receive all or a share of the crop or proceeds therefrom produced on such land.

SECTION 172 *Restriction on purchase and sale of cotton by the Corporation.*—The restriction on the purchase and sale of cotton, as provided in section 508 (d) of the Federal Crop Insurance Act, as amended, reads in part as follows:

“Insofar as practicable, the Corporation shall purchase the agricultural commodity only at the rate and to a total amount equal to the payment of premiums in cash by farmers or to replace promptly the agricultural commodity sold to prevent deterioration; and shall sell the agricultural commodity only to the extent necessary to cover payments of indemnities and to prevent deterioration: *Provided, however,* That nothing in this section shall prevent prompt offset purchases and sales of the agricultural commodity for convenience in handling. Nothing in this section shall prevent the Corporation from accepting, for the payment of premiums, notes payable in the commodity insured, or the cash equivalent, upon such security as may be determined pursuant to subsection (b) of this section, and from purchasing the quantity of the commodity represented by any of such notes not paid at maturity.”

SECTION 173 *Records and access to farm.*—For the purpose of enabling the Corporation to determine the loss, if any, that may have occurred under the insurance contract, the insured shall keep, or cause to be kept, records of the harvesting, ginning, storage, shipment, sale, or other disposition, of all cotton produced on each insurance unit covered by the insurance contract. Such records shall be made

available for examination by the Corporation, and as often as may reasonably be required, any person or persons designated by the Corporation shall have access to the farm. (See section 127 (b) hereof.)

SECTION 174 *Review of determinations of county committees.*—All determinations by a county committee shall be subject to review and approval or revision by duly authorized representatives of the Corporation.

SECTION 175 *Applicant's warranties; voidance for fraud.*—In applying for insurance the applicant warrants that the information, data, and representations submitted by him in connection with the insurance contract are true and correct, and are made by him, or by his authority, and shall be taken as his act. The insurance contract may be voided and the premium forfeited to the Corporation without the Corporation's waiving any right or remedy, including its right to collect the amount of the note executed by the insured, whether before or after maturity, if at any time the insured has concealed any material fact or made any false or fraudulent statements relating to the insurance contract, the subject thereof, or his interest in the cotton crop covered thereby, or if the insured shall neglect to use all reasonable means to produce, care for or save the cotton crop covered thereby, whether before or after damage has occurred, or if the insured fails to give any notice, or otherwise fails to comply with the terms of the contract, including the note, at the time and in the manner prescribed.

SECTION 176 *Modification of insurance contract.*—No notice to any county committee or representative of the Corporation or knowledge possessed by any such county committee or representative or by any other person shall be held to effect a waiver of or change in any part of the insurance contract or to estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the insurance contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding, on the part of the Corporation or of its representatives, relating to appraisal or to any examination herein provided for.

SECTION 177 *Fractional units in acres and yields.*—Fractions of yields per acre shall be rounded to the nearest pound. Fractions of loss costs and premium rates shall be rounded to the nearest tenth of a pound. Fractions of pounds, other than loss costs and premium rates, shall be rounded to the nearest

pound. Fractions of acres representing total acres of cotton shall be rounded to the nearest tenth of an acre. Computations shall be carried to one digit beyond the digit that is to be rounded. If the extra digit computed is 1, 2, 3, or 4, the rounding shall be downward. If the extra digit computed is 6, 7, 8, or 9, the rounding shall be upward. If the extra digit computed is 5, the computation shall be carried to another digit. If the two extra digits are 50, the rounding shall be downward, and if the two extra digits are 51 or any higher figure, the rounding shall be upward.

SECTION 178 *Closing dates for submission of applications.*—The closing dates established by the Corporation for the submission of applications to the office of the county committee are as follows:

ALABAMA.—April 1 for the counties of Bibb, Blount, Calhoun, Chambers, Cherokee, Chilton, Clay, Cleburne, Colbert, Coosa, Cullman, De Kalb, Etowah, Fayette, Franklin, Jackson, Jefferson, Lamar, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Pickens, Randolph, Saint Clair, Shelby, Talladega, Tallapoosa, Tuscaloosa, Walker, and Winston.

March 15 for all other counties in the State.

ARIZONA.—March 15 for American Upland; March 15 for American-Egyptian, for all counties.

ARKANSAS.—April 1 for all counties.

CALIFORNIA.—December 31, for Tulare Lake area of Kings County.

March 15 for remainder of Kings County and all other counties of the State.

FLORIDA.—March 15 for all counties.

GEORGIA.—April 1 for the counties of Baldwin, Banks, Barrow, Bartow, Butts, Carroll, Catoosa, Chattooga, Cherokee, Clarke, Clayton, Cobb, Columbia, Coweta, Dade, Dawson, De Kalb, Douglas, Elbert, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Glascock, Gordon, Greene, Gwinnett, Habersham, Hall, Hancock, Haralson, Hart, Heard, Henry, Jackson, Jasper, Jones, Lamar, Lincoln, Lumpkin, McDuffie, Madison, Meriwether, Monroe, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Pike, Polk, Putnam, Rabun, Richmond, Rockdale, Spalding, Stephens, Taliaferro, Towns, Troup, Union, Walker, Walton, Warren, White, Whitfield, and Wilkes.

March 15 for all other counties in the State.

ILLINOIS.—April 15 for all counties.

KANSAS.—April 15 for all counties.

KENTUCKY.—April 15 for all counties.

LOUISIANA.—March 15 for all counties.

MISSISSIPPI.—April 1 for the counties of Alcorn, Attala, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada,

Holmes, Humphreys, Itawamba, Lafayette, Lee, Le-flore, Lowndes, Marshall, Monroe, Montgomery, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tichomingo, Tunica, Union, Washington, Webster, Winston, and Yalobusha.

March 15 for all other counties in the State.

MISSOURI.—April 15 for all counties.

NEW MEXICO.—For American Upland, April 15 for the counties of Curry, Harding, Lea, Quay, and Roosevelt.

March 15 for all other counties in the State for American Upland and April 1 for American-Egyptian.

NORTH CAROLINA.—April 1 for all counties.

OKLAHOMA.—April 1 for the counties of Adair, Atoka, Bryan, Carter, Cherokee, Choctaw, Coal, Haskell, Hughes, Johnston, Latimer, Le Flore, Love, McCurtain, McIntosh, Marshall, Murray, Muskogee, Okfuskee, Okmulgee, Pittsburg, Pontotoc, Pushmataha, Seminole, and Sequoyah.

April 15 for all other counties in the State.

SOUTH CAROLINA.—March 15 for the counties of Allendale, Bamberg, Barnwell, Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Hampton, and Jasper.

April 1 for all other counties in the State.

TENNESSEE.—April 1 for all counties.

TEXAS.—February 15 for the counties of Cameron, Hidalgo, Starr, and Willacy.

March 1 for the counties of Aransas, Atascosa, Austin, Bee, Brazoria, Brooks, Calhoun, Colorado, De Witt, Duval, Fayette, Fort Bend, Frio, Galveston, Goliad, Gonzales, Harris, Jackson, Jim Hogg, Jim Wells, Karnes, Kenedy, Kleberg, La Salle, Lavaca, Live Oak, McMullen, Matagorda, Maverick, Nueces, Refugio, San Patricio, Victoria, Waller, Webb, Wharton, Wilson, Zapata, and Zavala.

March 15 for American Upland and April 1 for American-Egyptian for the counties of Anderson, Angelina, Bastrop, Bell, Bexar, Blanco, Bosque, Brazos, Brewster, Burleson, Burnet, Caldwell, Chambers, Cherokee, Comal, Coryell, El Paso, Falls, Freestone, Gillespie, Grimes, Guadalupe, Hamilton, Hardin, Hays, Houston, Hudspeth, Irion, Jasper, Jefferson, Kendall, Kerr, Kimble, Lampasas, Lee, Leon, Liberty, Limestone, Llano, McLennan, Madison, Mason, Medina, Milam, Montgomery, Nacogdoches, Newton, Orange, Panola, Pecos, Polk, Presidio, Reeves, Robertson, Rusk, Sabine, San Augustine, San Jacinto, Schleicher, Shelby, Travis, Trinity, Tyler, Uvalde, Walker, Ward, Washington, and Williamson.

April 1 for the counties of Andrews, Borden, Bowie, Brown, Callahan, Camp, Cass, Coke, Coleman, Collin,

Comanche, Concho, Cooke, Dallas, Dawson, Delta, Denton, Eastland, Ellis, Erath, Fannin, Fisher, Franklin, Gaines, Glasscock, Grayson, Gregg, Harrison, Henderson, Hill, Hood, Hopkins, Howard, Hunt, Johnson, Jones, Kaufman, Lamar, Marion, Martin, McCulloch, Menard, Midland, Mills, Mitchell, Morris, Navarro, Nolan, Palo Pinto, Parker, Rains, Red River, Rockwall, Runnels, San Saba, Scurry, Shackelford, Smith, Somervell, Stephens, Sterling, Tarrant, Taylor, Titus, Tom Green, Upshur, Van Zandt, and Wood.

April 15 for the counties of Archer, Armstrong, Bailey, Baylor, Briscoe, Carson, Castro, Childress, Clay, Cochran, Collingsworth, Cottle, Crosby, Deaf

Smith, Dickens, Donley, Floyd, Foard, Garza, Gray, Hale, Hall, Hardeman, Haskell, Hemphill, Hockley, Jack, Kent, King, Knox, Lamb, Lipscomb, Lubbock, Lynn, Montague, Motley, Parmer, Randall, Stonewall, Swisher, Terry, Throckmorton, Wheeler, Wichita, Wilbarger, Wise, Yoakum, and Young.

VIRGINIA.—April 1 for all counties.

SECTION 179 *Maturity dates for premium notes under the Cotton Crop Insurance Program.*—The maturity dates for cotton crop insurance premium notes shall be six months after the closing dates established by the Corporation for the submission of applications to the office of the county committee, as stated in section 178.

